

Bid Number: 40010-10453

Date: November 7, 2016

LOUISIANA DELTA COMMUNITY COLLEGE

Louisiana Delta Community College  
7500 Millhaven Road  
Monroe, LA 71203-6922  
(318) 678-6290

INVITATION FOR BID: Sealed bid, subject to the conditions herein stated and attached hereto, will be received until December 6, 2016 @ 2:00 P.M.CST for furnishing the items and/or services described below for the Campus of Louisiana Delta Community College.

DESCRIPTION:  
PROVIDE AUDIO VISUAL EQUIPMENT  
AS PER ATTACHED SPECIFICATIONS  
**PLEASE FILL IN ALL BLANK SPACES**

Terms will be \_\_\_\_\_ and shipment will be received within \_\_\_\_\_ days after receipt of an order.

In compliance with and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within 60 days from date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section).

\_\_\_\_\_  
Vendor Name  
(39:1594)

\_\_\_\_\_  
Signature Authority (RE: L.R.S.)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Louisiana Contractor's Number

\_\_\_\_\_  
Date

Acceptance/Award

\_\_\_\_\_  
Date of Award and Execution

Recommendation: \_\_\_\_\_

Approved: \_\_\_\_\_

Gayle Doucet  
Chief Purchasing Officer

## INSTRUCTIONS TO BIDDERS

### 1. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner will not be accepted.

1. Bid containing no signature indicating intent to be bound;
2. Bid filled out in pencil; and
3. Bid not submitted on the state's standard forms.

Bids must be received at the address specified in the Invitation for Bids prior to bid opening time in order to be considered. Any bid received after bid opening time will be retained in bid file unopened. Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

### 2. Special Envelope

Ensure consideration, all bids should be submitted in the special bid envelope if furnished for that purpose. In the event bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope.

### 3. Prices

The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

### 4. F.O.B.

Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

### 5. Standard of Quality

Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog number used in specifications is for the purpose of describing the quality level and characteristic required. Bidder must specify the brand and model number of the product offered in this bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the IFB.

### 6. Descriptive Information

Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for LDCC Purchasing to evaluate quality, suitability, and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

### Manufacturer's Numbers and Trade Names

Where manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard, type, quality, style, etc. LDCC shall be the sole judge as to whether or not the equipment/supply offered is equal to that specified.

7. Bid Opening

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by appointment only to the Purchasing Dept. at LDCC. Written bid tabulations will not be furnished. Copies will not be furnished. The bid opening will be held at Bossier Parish Community College, 6220 East Texas Street, Bldg J, Bossier City, LA 71111

8. Award

Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Louisiana Delta Community College reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and to waive any informalities.

9. Purchase Order

If any bid or bids are accepted, an initial purchase order or orders for the entire number of units or part thereof, will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the College, meet the requirements of these specifications. LDCC reserves the right to cancel any order resulting from this solicitation with 30 days written notice.

10. Conditions of Purchase Orders

We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. If you cannot fill order as directed, return for advice. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.

11. Inspection and Acceptance

Upon delivery of each item to the Agency, inspection of the item will be made by Louisiana Delta Community College, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

12. Reject

All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition.

Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs. All packages must reflect the LDCC purchase order number or it will be refused and returned at vendor's expense.

13. Payment Terms

Cash discounts for less than 30 days or less than 1% or greater than 5% will be accepted, but will not be considered in determining awards. On indefinite quantity terms contracts, cash discounts will be accepted and taken but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. Invoices shall be submitted to: Louisiana Delta Community College, Accounts Payable, 7500 Millhaven Road, Monroe, LA 71203, attn: Wendell Coplin. We must pay from ORIGINAL, ITEMIZED invoices as required by the State Legislative Auditor.

14. U.S. Taxpayer Identification Number

Enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.

15. Taxes

The State is exempt from sales/use tax. Vendor is responsible for including all applicable taxes in the bid price.

16. New Products

Unless specifically called for in the IFB, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the IFB. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

17. Contract Renewals

Upon Agreement of Louisiana Delta Community College Purchasing and the contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 36 months.

18. Contract Cancellation

Louisiana Delta Community College has the right to cancel any contract, in accordance with purchasing rules and regulations, for cause, including but not limited to , the following: (1) failure to deliver with the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good conditions; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with Louisiana Delta Community College; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

19. Default of Contractor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the Louisiana Delta Community College Purchasing has determined the contractor to be in default, LDCC Purchasing reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

20. Davis Bacon Act

The Davis-Bacon Act, United States Code, Title 40, Chapter 3, Section 276(a) requires all laborers and mechanics employed by contractors and subcontractors who work on construction projects financed by federal assistance to be paid wages not less than those established by the Secretary of Labor for the locality of the project when required by federal grant program legislation.

21. Order of Priority

In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

22. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

23. EEOC COMPLIANCE

By submitting and signing this bid, bidder certifies that he agrees to adhere to the mandates indicated by Title VI and VII of the Civil Rights Act of 1964, as amended; The Vietnam Era Veteran's Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and The Americans with Disabilities Act of 1990, Title IX of the Education amendments of 1972, The Age Acts of 1975, and bidder agrees to abide by the requirements of the American of Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, national origin, veteran status, political affiliation, or disabilities, any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

#### 24. Special Accommodation

Any “Qualified Individual with a Disability” as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than 7 days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonable provided, the individual will be informed prior to the bid opening.

#### 25. Indemnity

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor’s responsibility for the handling of and expenses for all claims.

26. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services Procurement under the Provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

#### **Federal Clauses, If Applicable**

#### 27. ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### 28. CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities.

#### 29. ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### 30. CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

#### 31. ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

### 32. Civil Rights

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974, both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin, or handicap.

### 33. Certification of No Suspension of Debarment

By signing and submitting any proposal for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirement in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (Formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>

### 34. Mandatory Disclosure

Under the Uniform Guidance (200.113, shown below) Louisiana Delta Community College is obligated to disclose to the Federal awarding agency (or a pass-through if we are a sub-recipient), any violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award.

#### 200.113 Mandatory Disclosures

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 32 U.S.C. 3321).

35. In accordance with Louisiana Law, All Corporations (See LA R.S. 12:262.1) and limited liability companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or contract over \$25,000.

36. All bid amounts shall be submitted in United State Dollars.

### 37. Scope of Contract

Furthermore submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form, terms and conditions which may be included in your bid are nullified, and the contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

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(Members of firm or person authorized to sign bids for corporation)

**BIDDERS MUST SIGN IN INK**

## **IMPORTANT**

**Signature Authority:** In Accordance with L.R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to Louisiana Delta Community College. You must indicate which of the following apply to the signer of this bid.

1. The signer of this bid is either a current corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership record must be submitted to this office before contract award.  
The signer of the bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. If this applies a copy of the resolution, certification, or other supportive documents must be attached hereto.
3. The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
4. The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with this office.

**WE ARE AN EQUAL OPPORTUNITY COLLEGE**

**Combined Recommended Language for Invitations to Bid (ITB)  
Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and  
Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program**

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist. To be responsive to this solicitation, the bidder shall be either a Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship or have put forth a good-faith effort to use certified Veteran-Owned or Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship as sub-contractors(s). By signing and submitting this bid, the bidder certifies compliance with this requirement.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurship of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a current list of Hudson Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://www.prd.doe.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurship will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-

Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. (*Agencies should indicate their specific requirement, i.e. where to send information and when - with bid, after clear lien, etc.*)

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doe.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.

Certification No./date of certification.: \_\_\_\_\_



**COMPENSATION INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE  
INSURANCE, AS OUTLINED BELOW ARE REQUIRED IN THIS BID**

**CONTRACTOR' S LIABILITY INSURANCE:**

Proof of insurance should be supplied with this Quotation and will be required before work can commence. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Insurance coverage specified below shall be furnished with the following minimum limits:

**Workers Compensation**

Workers Compensation Insurance shall be in compliance with the Workers Compensation Law of the State of the Contractor's headquarters. Employers liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's Insurance Company rating requirement may be waived for Workers Compensation Coverage Only.

**Commercial General Liability**

Commercial General Liability Insurance, including personal and advertising injury liability, and products and completed operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The insurance services office (ISO) commercial general liability occurrence coverage form CG 00 01 (Current form approved for use in Louisiana), or equivalent, is to be used in the policy, claims made form is unacceptable.

**Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (Current Form approved for use in Louisiana), or equivalent, is to be used in the policy. This Insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

**B. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

**C. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

**1. General Liability and Automobile Liability Coverages**

A. The Agency, its, officers, agents, employees and volunteers shall be names as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (Current form approved for use in Louisiana) or equivalent, is to be used when applicable. The

coverage shall contain no special limitations on the scope of protection afforded to the Agency.

B. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

C. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. The Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the policy limits.

### **Workers Compensation and Employers Liability Coverage**

The Insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency

### **All Coverages**

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the Insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notification shall comply with the standard cancellation provisions in the Contractor's policy.

Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers

### **Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with the Insurers with a A.M. Best's Rating of A-:VI or higher. This rating requirement may be waived for Workers Compensation Coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best Rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

### **Verification of Coverage**

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage, the certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certifies copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

### **Subcontractors**

Contract shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's certificates at any time.

### **SUBMISSION OF BIDS**

Bids may be mailed to:

Bossier Parish Community College  
Attn: Gayle Doucet  
6220 East Texas Street  
Bossier City, LA 71111

Or delivered by hand or by courier to:

Bossier Parish Community College  
Attn: Gayle Doucet  
6220 East Texas Street  
Bldg J  
Bossier City, LA 71111

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. LDCC Purchasing is not responsible for any delays caused by the bidder's chosen means of delivery.

Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

The bid envelope shall be identified on the outside with the project name and solicitation number, bid opening date and time, and the name, address, and license number of the Bidder. The envelope shall contain only one bid form and will be received until the time specified and at the place specified in the ITB.

## INDEMNIFICATION AGREEMENT

The \_\_\_\_\_ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of \_\_\_\_\_ (Contractor), its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by

\_\_\_\_\_  
(Contractor) as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

\_\_\_\_\_  
(Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. . The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Accepted by \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

Contract No. \_\_\_\_\_ for **LOUISIANA DELTA COMMUNITY COLLEGE**  
State Agency Number and Name

Purpose of contract: \_\_\_\_\_

## LDCC TERM CONTRACT – SPECIAL CONDITIONS

These special conditions shall apply to LDCC Term Contracts, in addition to all Standard Terms and Conditions

- A. Term Contract is defined as an agreement with a Vendor to provide specified goods and/or services on an as-needed basis at established prices, terms and conditions during a specific period of time (or term), and does not guarantee usage. Such pricing agreements are commonly referred to as standing agreements, open end contracts, and requirements contracts. Purchase/release orders issued against term contracts serve as the Vendor's authorization to ship goods and/or provide services.

1. Scope of Contract

This solicitation is issued to establish a term contract for the specified goods and/or services for the period beginning Date of Award and ending June 30, 2017, in accordance with all specifications, terms and conditions.

2. Initial Contract Period

BPCC intends to award all items for the initial contract period specified above. Award delays beyond the anticipated contract begin date may result in an initial award less than the specified contract period.

3. Contract Renewals/Extensions

At the option of BPCC and acceptance by the Vendor, this contract may be renewed for Two (2) additional twelve (12) month periods at the same prices, terms, and conditions of the original contract award. Total contract period not to exceed thirty-six (36) months.

4. Estimated Quantities

Solicitation quantities shown are estimated only and may be based on historical contract usage and/or projected needs; where usage is not available, a quantity of one (1) indicates a lack of history on this item. Vendors are cautioned that regardless of the quantity shown in the solicitation, LDCC shall not be obligated under the contract to purchase any specific or minimum amount. Vendor must supply any order requirements at the bid/contract prices, whether the total of such requirements are more or less than the estimated quantities shown.

5. Firm Pricing

Contract prices shall remain firm for the duration of the contract term; and no price increases will be allowed.

6. Vendor Non-Performance

Vendor is required to perform in strict accordance with all contract specifications, terms and conditions. Vendor will be advised in writing of non-performance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event Vendor is issued three (3) or more complaints of non-performance, LDCC reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to non-performance may be cause to deem the Vendor non-responsible for future solicitations.

7. Contract Amendments

Request for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to LDCC Purchasing for prior approval. Requests shall include detailed justification and support documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by LDCC Purchasing and issuance of a formal LDCC Contract Amendment. The vendor shall honor purchase/release orders issued prior to the approval of any contract amendment as applicable.

8. Price Reductions

Whenever price reductions are made by the Vendor/Manufacturer during the LDCC contract term, which are offered to similarly-situated customers (i.e. those contracting under similar terms, conditions, periods, etc.) and which are lower than LCDD contract prices, said reductions shall be afforded to LDCC.

Vendor shall give prompt written notice to LDCC Purchasing of any such price reduction and effective date for issuance of a formal contract amendment. Vendor found to have knowingly and willfully withheld such price reductions may be required to reimburse LDCC of any overcharges.

9. Product Substitutions

Only those awarded brands and numbers, furnished in the package/units of measure and at the unit prices stated in the LDCC contract, are approved for order, receipt, and payment purposes. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at Vendor's expense and non-payment.

By submitting a bid, Vendors are expected to have sound supplier agreements in place to support and responsibly perform their contractual term obligations with LDCC. Unless discontinued by the manufacturer without replacement, Vendors are expected to honor the awarded brand/numbers throughout the contract term. Substitution request based merely on the Vendor's own elective change to another supplier may be disapproved at the sole discretion of LDCC Purchasing.

10. Non-Exclusivity

This agreement is non-exclusive and shall not in any way preclude LDCC from entering into similar agreements and/or arrangements with other Vendors or from accepting similar, equal or like goods and/or services from other entities or sources.

## **BID FORM**

**Louisiana Delta Community College**

**Bid Number: 40010-10453**

**Provide Audio Visual Equipment, Configuration and Installation**

**Bid Date: December 6, 2016 @ 2:00pm CST**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Extended Price</u></b>
1.	Basic Room to include the following equipment: Epson 1430 WI Projector – BrightLink 1430 WI Video Projector Da-Lite 27956 – 53 x 168 Panoramic Whiteboard Screen Hall Research UH2X-P1 – HDMI + USB + LAN Over UTP extender with HDBaseT and PoH (Sender + Receiver) Quam System 12 speaker – 2’x2’ tile 8” ceiling Speaker, 5 Oz Mag., 5W-25/70V w/black box Radio Design Labs FP-PA20A – 20 watt audio Power amp Legrand – OFR series overfloor raceway – OFR10A – in-wall entrance and fitting OFRBC-8 – overfloor raceway base & cover OFR48-4 – four gang device box w/appropriate merits for connectivity and power	1 each	_____	_____
	Approved options/substitutions			
	Sub – UH2X-P1 Replace w/Hall Research UHBX-SW3 VGA, HDMI, MHL auto-switching Wall plate with HDBase T	1 each	_____	_____
	Sub –Da-Lite 27956 w/Epson V12H831000 100” whiteboard for projection And dry erase	1 each	_____	_____
	Add/Epson 1430WI projector BrightLink 1430 WI Video Projector	1 each	_____	_____
	Remove/Hall Research UH2X-P1 Add/ UHBX-R –Quantity 2 HDMI Video Extender with Bidirectional IR, and RS232 (Sender + Receiver)	1 each	_____	_____

Successful Vendor will be responsible for all wiring and installation of equipment package selected  
Owner to provide podiums w/rack, power and connectivity  
Itemize labor, equipment and supply cost in bid packet.

F.O.B. Destination. The unit price of each item must be inclusive of freight charges order to be considered for award.

The bid price for each item is to be quoted on a "net" basis and F.O.B. LDCC Destination, i.e. title passing upon receipt and inclusive of all delivery charges.

Bids other than F.O.B. LDCC Destination may be rejected.

Bids indicating estimated freight charges may be rejected.

Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.

Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified.

Bids conditioned with a shorter acceptance period may be rejected.

Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.

In the event of extension errors, the unit price bid shall prevail. Unit prices must be shown, or bid will be rejected.



**LOUISIANA DELTA COMMUNITY COLLEGE**

**BID RESPONSE FORM**

BIDDER'S NAME: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
MAILING CITY STATE ZIP

SCOPE: Furnish audio visual equipment, configuration and installation as per Bid Number: 40010-10453 as per the attached Specifications and Requirements and bid response form.

I/we do hereby acknowledge receipt of the following addenda (if any):

No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_

To The Vendor:

Whenever brand name specifications or catalogue numbers are used to describe the standard of quality, performance and other characteristics, the use of such specifications shall not restrict unless otherwise specified, the submission of equivalent products.

Taxes: Any taxes, other than state sales and use tax, shall be included within the bidder's unit price. The College is currently exempt from state sales and use tax.

Signature to the Bid Response Form shall be construed of acceptance of the Invitation to Bid in its entirety.

AUTHORIZED OFFICER: \_\_\_\_\_  
Name) (Signature) (Print or Type)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

